

A.G. Contract No.: KR05-0230TRN  
ECS File No.: JPA 04-099  
Project No.: U-095-YU-010  
Section: US 95 at Avenue G  
Project: Traffic Signal  
TRACS No.: HX169 01C  
Budget Source Item No.: 71206

# INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY

**THIS AGREEMENT** is entered into this date June 6, 2005, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY, acting by and through its CHAIRMAN and the BOARD OF SUPERVISORS (the "County").

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 and § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The parties hereby agree to and acknowledge the following conditions: **a)** The estimated monetary amounts referenced in this Agreement are subject to possible substantial change before project completion; **b)** The parties shall perform their responsibilities consistent with this Agreement; and **c)** Any change or modification to the Project will only occur with the mutual written consent of the parties.

4. The State and the County desire to participate in the design, construction and maintenance of a warranted Traffic Signal located at Avenue G and US 95, Milepost (MP) 10.55, at an estimated cost of \$140,000.00, hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The State will design, construct and provide maintenance of the traffic signal and lighting, and will be responsible for 50% of the total cost of the Project. The County will be responsible to provide payments for the electrical energy to operate the traffic signal and be responsible for 50% of the total cost of the Project.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 27542  
Filed with the Secretary of State  
Date Filed: 6/06/05  
Janice K. Brewer  
Secretary of State  
By: Mary Ann Carter

**II. SCOPE OF WORK**

## 1. The State shall:

- a. Upon award of the Project, invoice the County for 50% of the total Project cost, currently estimated at \$140,000.00.
- b. Be responsible for 50% of the total Project cost, currently estimated at \$140,000.00.
- c. Prepare and provide design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit same to the County for concurrence.
- d. Call for bids and award one or more construction contract(s) for the Project. Administer contracts and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation attributable to the State.
- e. Upon completion of the Project perform the final inspection and notify the County in writing that the Project has been constructed in accordance with the project documents and has been satisfactorily completed.
- f. Upon completion and acceptance of the Project by the State, provide maintenance to the traffic signal and lighting, all at the State's expense.

## 2. The County shall:

- a. Upon award of the Project and within thirty-days (30) upon receipt of an invoice from the State, remit to the State payment of 50% of the total Project cost, currently estimated at \$140,000.00.
- b. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.
- c. In the event unforeseen conditions or circumstance increase the cost of said work necessitated by a change in the Project's Scope of Work, such additional costs shall require prior approval of the County.
- d. Be responsible for contractor claims for additional compensation attributable to the County.
- e. Upon completion, approval and acceptance of the Project and on behalf of the parties herein, provide and pay for electrical energy to operate the signal and lighting, at the County's expense.
- f. Grant the State a perpetual "Right of Way Use Permit", permitting the State to access the County's rights-of-way, as required to perform maintenance of the traffic signal and lighting.

**III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of the Agreement shall remain in full force and effect until completion and reimbursement; provided herein. However any provisions for maintenance, access, and electrical energy shall be perpetual. This Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty-days (30) written notice to either party. It is understood and agreed that, in the event the County cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 121-1-12213) and all applicable Federal regulations under the Act including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination"

6. Non-Availability of Funds: Every payment obligation of the State and the County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and the County at the end of the period for which the funds are available. No liability shall accrue to the State and the County in the event this provision is exercised, and the State and the County shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
(602) 712-7525

Yuma County  
Attn: Yuma County Engineer  
2703 S. Avenue B  
Yuma, AZ 85364  
(928) 329-2300

9. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.


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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

YUMA COUNTY

STATE OF ARIZONA

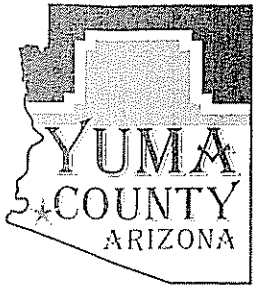
Department of Transportation

By   
KATHRYN "CASEY" PROCHASKA  
Chairperson

By   
MICHAEL P. MANTHEY, P.E.  
State Traffic Engineer

ATTEST:

By   
SUE STALLWORTH  
Clerk of the Board



## OFFICE OF THE COUNTY ATTORNEY

**Civil Division**  
198 South Main Street-3rd Floor  
Yuma, Arizona, 85364  
(928) 373-1011  
Fax (928) 373-1151

**Victim Services Division**  
186 South Maiden Lane  
Yuma, Arizona 85364  
(928) 329-2133  
Fax (928) 329-2135

**Criminal Division**  
168 South 2nd Avenue-Suite G  
Yuma, Arizona 85364  
(928) 329-2260  
Fax (928) 329-9810

**Juvenile Division**  
2440 W 28th Street  
Yuma, Arizona 85364  
(928) 314-1900  
Fax (928) 314-1892

**Jon R. Smith**  
COUNTY ATTORNEY

**Robert L. Pickels, Jr.**  
CHIEF CIVIL DEPUTY

**Roger A. Nelson**  
CHIEF CRIMINAL DEPUTY

**Yolanda V. Torok**  
CHIEF VICTIM SERVICES

### INTERGOVERNMENTAL AGREEMENT DETERMINATION

JPA 04-099 [Yuma County Ave G Traffic Signal], an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Yuma Deputy County Attorney who has determined that it is in proper form and within the powers and authority granted to Yuma County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

Dated April 15, 2005.

JON R. SMITH  
Yuma County Attorney

A handwritten signature in black ink, appearing to read "E. P. Feheley", written over a horizontal line.

Edward P. Feheley  
Deputy County Attorney

OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364

DAVID R. GARCIA  
COUNTY ADMINISTRATOR



LENORE LOROÑA STUART  
DISTRICT 1  
RUSSELL McCLOUD  
DISTRICT 2  
CASEY PROCHASKA  
DISTRICT 3  
MARCO A. (TONY) REYES  
DISTRICT 4  
GREGORY S. (GREG) FERGUSON  
DISTRICT 5

## CERTIFICATE

STATE OF ARIZONA)

) ss.

COUNTY OF YUMA )

I, Sue Stallworth, Clerk of the Board of Supervisors, Yuma County, Arizona do hereby certify that the following is a true and exact transcript of the minutes for Agenda Item No. 4 dated May 2, 2005, and kept in the files of the Yuma County Board of Supervisors' Office.

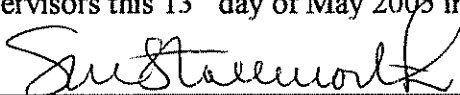
**The Chairman opened Items Nos. 1 through 13 jointly.**

**Supervisor Ferguson made a motion, seconded by Supervisor Stuart, to approve Consent Items 1 through 13 as presented. The motion carried 4-0.**

**The approved expedited items are:**

**No. 4: Development Services: Approve an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for the installation of a new traffic signal at the intersection of U.S. Highway 95 and Avenue G, (Fund No. 206, Development Services/Engineering, Highway User Revenue Fund 2005 Capital Improvement Project, in the amount of \$70,000.).**

In Witness Whereof I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors this 13<sup>th</sup> day of May 2005 in Yuma, The County Seat

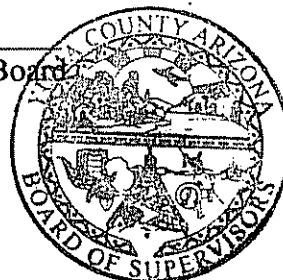


SUE STALLWORTH, Clerk of the Board

STATE OF ARIZONA)

) ss.

COUNTY OF YUMA )

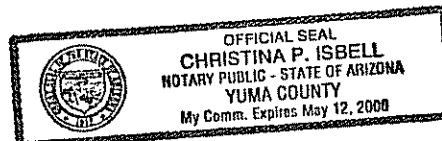


Subscribed to and before me this 13<sup>th</sup> day of May, 2005 by Sue Stallworth



CHRISTY P. ISBELL, Notary Public

My commission Expires:





OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

TERRY GODDARD  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-0230TRN (JPA 04-099), an Agreement between public agencies, i.e., *The State of Arizona* and *Yuma County*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 31, 2005

TERRY GODDARD  
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

Susan E. Davis  
Assistant Attorney General  
Transportation Section

SED:mjf  
Attachment  
907523